LETTER OF ELECTION

The undersigned Subsc	riber requests BellSouth Telecommunicatio	ns, Inc. (Company")
provide MegaLink ^R service	e (ML) at the _Birmingham Main and Toll o	office and
Subscribefs location at	34 th St. South Birmingham, Alabama	205-m89-5118

Important tariff provisions relating to ML are set forth herein:

- 1. The Company will furnish, install, maintain and provide maintenance of channel services for ML in accordance with the Company's lawfully filed tariffs. The tariffs provide the basis for this Agreement with the Subscriber. The Agreement period shall begin the day ML is installed.
- 2. The Subscriber agrees to pay the Company for the provision of ML ("Service"). The Service shall be offered for variable rate periods with rates based on lengths of 36 months (payment periods may be selected from 24 months to 48 months at 36 month rates), 60 months (payment periods may be selected from 49 months to 72 months at 60 months rates), or 84 months (payment periods may be selected from 73 months to 96 months at the 84 month rates). Tills monthly rate will continue for the elected service period and will not be subject to Company initiated change during such period.

The monthly rates for facility mileage, basic system capacity and feature activation in effect at the time the Service is **installed** and/or as of the service period chosen by the Subscriber. Other rates applicable to other services provided by the Company, including but not limited to, individual exchange network access and private line channel services, that are connected to ML, may be increased during **this** period.

arrangement, whichever is parer.

- 3. Recognition of previous service will be given to the Subscriber who renews an existing contract arrangement, for the same or larger system(s) and all associated rate elements at the same location(s), provided that the length of the new contract arrangement is a minimum 24 month service period or equals/exceeds the remaining service period of the original contract
- 4. Recognition of previous service will be given to the month-to-month Subscriber with a service date of January 1, 1994 or later who converts to a contract arrangement, provided the minimum service period has been met. For the Subscriber whose service date is January 1, 1994 or earlier, recognition

will be given for the previous service back to January I, 1994. For the Subscriber whose service date is later than January I, 1994, recognition for the previous service will be given back to the actual service date.

5. The service period for this Agreement shall be 60 months
The recurring and nonrecurring charges for items under this Agreement are:

Local Channel	1	\$137.00	1LDTV
Smartring termination	1	\$12.00	SHHCA

- 6. In the event that any item of the Service is terminated prior to the expiration of the service period, the Subscriber shall pay a termination liability charge as specified in the tariff. In Florida, Georgia, and South Carolina, moves of service that meet all criteria as stated in B2.4 of the Private Line Services Tariff shall not be subject to Termination Liability.
- 7. At the expiration of the service period, the Subscriber may continue the Service according to renewal options provided under the tariff. If the Subscriber does not elect an additional service period, or does not request discontinuance of service, then the above Service will be continued at the monthly rate currently in effect for month-to-month rates. Service periods may also be renewed prior to expiration in accordance with regulations and rates then in effect.
 - 8. Suspension of service is not permitted for ML Service.
 - 9. The Subscriber agrees to pay **any** added costs incurred by the Company due to a Subscriber initiated change in the location of the ML prior to the *time* it is placed in service.
 - 10. In the event the Service requested by the Subscriber is canceled prior to the

establishment of Service, but after the date of ordering reflected herein, the Subscriier is required to reimburse the Company for all expenses incurred in handling the request before the notice of cancellation is received. Such charge however, is not to exceed the sum of all charges which would apply if the work involved in complying with the request had been completed

11. Equipment may be transferred to another Subscriber at the same location upon written concurrence of the Company. The new Subscriber to whom the Service is transferred will be subject to all tariff provisions and equipment configurations currently in effect for the present Subscriber.
This Agreement is effective when executed by the subscriber and accepted by the company, and is subject to and controlled by the provisions of the Company's lawfully filed tariffs, including any changes therein as may be made from time to time.

Customer Name	Alabama Institute for D	Deaf and Blind	
Signature (melin	Date <u>June</u> 5, 2000	
Printed Name _K	poly & Busta	Title Executive Vice President	
Q			
	BELLSOUTH TE	ELECOMMUNICATIONS, INC	
Signature		Date	
Printed Name I a	m i e H Hodges	Title_Regional Account Executive	

ALABAMA INSTITUTE FOR DEAF AND BLIND



Attachment D August 9,2002

Jessica L. Edrmston
P.O. Box 698
205 East South Street
Talladega AL 35160
Phone 256-761-3470
Facsimile 256-761-3352
jedmi@aidb.state.al.us

Letter of Appeals Schools and Libraries Corporation Box 125-Correspondence Unit 80 South Jefferson Road Whippany, NJ 07981

Dear Sir or Madam:

The Alabama Institute for Deaf and Blind (AIDB) respectfully requests the Schools and Libraries Corporation to review this letter of appeals for Funding Year 2001-02, regarding a Commitment Adjustment to Form 471 Application Number 222433, Funding Request Number 555689 (Attachment A, 4 pages. Will be sent through the United States Postal Service.).

The Commitment Adjustment Letter, dated June 4, states, "On the original application the applicant asked for \$12,916.66 per month for only 9 months of the funding year. During the review, the contract was changed to Tariff service. This resulted in the applicant receiving a commitment for 12 months as opposed to the original request. This error resulted in the applicant receiving an over commitment of \$34,874.98 which must be removed from the funding request."

On the 471 Application, 222433, AIDB sited the service start date **as** 07/01/2001, according to this particular funding period. AIDB has had a contract with the said FRN for 10 years (See Attachment B. Will be sent via the U.S. Postal Service.). During this particular funding period, the contract would expire on 3/29/02 as stated on the 471 Application. However, AIDB would immediately renew the contract with BellSouth and service would continue for the entire 12-month period as indicated on the renewed contract, (Attachment C. Will be sent via the U.S. Postal Service.). AIDB is also required to have its telecommunications service with BellSouth since it is the State of Alabama contract.

The SLD Commitment Adjustment Letter states, "On the original application the applicant asked for \$12,916.66 per month for only 9 months of the funding year." Although correct, AIDB did not intend for the service to end at nine months, but to

continue for the full 12 months and then for another five years (Again, reference Attachment C). The contract with BellSouth Telecommunications, FRN 555689, has always been an on-going service and has always been for 12 months of service.

After receiving this correspondence, AIDB called the SLD Help Line on June 13,2002, and spoke with a Ms. Cathy Carly. Ms. Carly stated that the information in her system indicated that there was not a problem that the discrepancy between the 9-month and 12 month issue relating to this particular FRN had been remedied. I asked Ms. Carly if there was something else I needed to do, such as an Appeals or any another type of paperwork. She indicated that I did not have to write an Appeal, file a Form 500 or fill out any type of paperwork.

I then called BellSouth Telecommunications to tell them that the issue regarding being funded for only 9 months instead of 12 months was resolved. **As** of June 13, BellSouth had not yet received any correspondence from the SLD. BellSouth further indicated that their office would need some type of documentation from the SLD stating that the issue had been resolved.

I again called Ms. Carly on June 14, indicating that BellSouth needed documentation in order to continue to credit our bills. Ms. Carly stated that BellSouth could call the SLD Accounting office to discuss. BellSouth called me August 1 to discuss the issue, however I was out of the office until August 5. We spoke again August 9, with BellSouth relaying to me that AIDB was going to have to reimburse the company for over credits, totaling \$26,039.14, since the issue had not been resolved by the SLD.

On June 11 when receiving the Adjustment letter from the SLD, I had already begun to drat? an Appeals to the SLD before speaking to SLD representative, Ms. Cathy Carly on June 13. She advised me that the issue had been resolved and that an Appeal was unnecessary. In fact, she advised that no additional paperwork was necessary. This turns out not to be true and now, this Appeal is being filed after the 60-day period allowed by the SLD. And, now, after facing mandated cuts by the Alabama State Legislature and a reduced State appropriation, AIDB is being asked to reimburse more *than* \$26,000 to a company it has had an established contract with since 1992.

Please consider this document and its enclosures to be a formal request for an appeal of the Commitment Adjustment Letter, dated June 4,2002, received June 11, regarding Funding Year 2001-2002 and Form 471 Application Number 222433, FRN 555689. AIDB requests that the SLD grant a decision that AIDB can receive reimbursements for the full 12-month period instead of only nine months. Thank you for your consideration. I look forward *to* hearing from you.

Sincerely,

Jessica L. Edmiston Assistant Director,

Grants and Communications

Attachment E



Universal Service Administrative Company

Schools & Libranes Division

Administrator's Decision on Appeal

December 10,2002

Jessica L. Edmiston Alabama Institute for the Deaf and Blind PO Box 698,205 East South Street Talladega, AL 35160

Re: Application Number: 222433

Funding Request Number: 555689
Funding Year: 2001-2002
Commitment Adjustment Letter Date: June 4,2002
Date Appeal Received: August 12,2002

Our records show that your appeal was received more than 60 days after the date your Commitment Adjustment Letter was issued (see dates above). The Federal Communications Commission (FCC) rules require applicants to submit appeals so USAC/SLD receives them within 60 days of the date that the relevant Commitment Adjustment Letter was issued. (See "Appeals Procedure" at http://www.sl.universalservice.org/reference/AppealsProcedureYR4.asp) The FCC rules do not permit the SLD to consider your appeal. If you wish to continue this process, you may submit a new appeal via the United States Postal Service, stating the impediment to your filing your appeal within the original time, to the FCC at the following address:

Federal Communications Commission Office of the Secretary 445 12th Street, S.W. Washington, DC 20554

If you are submitting your appeal to the FCC by means other than the United States Postal Service, check the SLD web site for more information. Please reference CC Docket Nos. 96-45 and 97-21 on the first page of your appeal. **The FCC must RECEIVE your appeal WITHIN 60 DAYS OF THE ABOVE DATE ON THIS LETTER for your appeal to be considered filed in a timely fashion.** Further information and new options for filing an appeal directly with the FCC can be found in the "Appeals Procedure" posted in the Reference Area of the SLD web site, www.sl.universalservice.org,or by contacting the Client Service Bureau at 1-(888)-203-8100.

Schools and Libraries Division
Universal Services Administrative Company

ALABAMA INSTITUTE FOR DEAF AND BLIND



Attachment D August 9, 2002 DOCKET FILE COPY ORIGINAL

Jessica L. Edrmston
P.O. Box 698
205 East **South** Street
Talladega, AL 35160
Phone 256-761-3470
Facsimile 256-761-3352

jedmi@aidb.state.al.us

Letter of Appeals Schools and Libraries Corporation Box 125-CorrespondenceUnit 80 South Jefferson Road Whippany, NJ 07981

Dear Sir or Madam:

The Alabama Institute for Deaf and Blind (AIDB) respectfully requests the Schools and Libraries Corporation to review this letter of appeals for Funding Year 2001-02, regarding a Commitment Adjustment to Form 471 Application Number 222433, Funding Request Number 555689 (Attachment A, 4 pages. Will be sent through the United States Postal Service.).

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On the 471 Application, 222433, AIDB sited the service start date as 07/01/2001, according to this particular **funding** period. AIDB has had a contract with the said FRN for 10 years (See Attachment B. Will be sent via the U.S. Postal Service.). During this particular funding period, the contract would expire on 3/29/02 as stated on the 471 **Application**. However, AIDB would immediately renew the contract with BellSouth and service would continue for the entire 12-month period as indicated on the renewed contract, (Attachment C. Will be sent via the U.S. Postal Service.). AIDB is also required to have its telecommunications service with BellSouth since it is the State of Alabama contract.

The SLD Commitment Adjustment Letter states, "On the original application the applicant asked for \$12,916.66 per month for only 9 months of the funding year." Although correct, AIDB did not intend for the service to end at nine months, but to

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I again called Ms. Carly on June 14, indicating that **BellSouth** needed documentation in order to continue to credit our bills. Ms. Carly stated that BellSouth could call the SLD Accounting office to discuss. BellSouth called me **August** 1 to discuss the issue, however I was out of the office until August 5. We spoke again August 9, with BellSouth relaying to me that AIDB was going to have to reimburse the company for over credits, totaling \$26,039.14, since the issue had not been resolved by the SLD.

On June 11 when receiving the Adjustment letter from the SLD, I had already begun to draft an Appeals to the SLD before speaking to SLD representative, Ms. Cathy Carly on June 13. She advised me that the issue had been resolved and that an Appeal was unnecessary In fact, she advised that no additional paperwork was necessary. This turns out not to be true and now, this Appeal is being filed after the 60-day period allowed by the SLD. And, now, after facing mandated cuts by the Alabama State Legislature and a reduced State appropriation, AIDB is being asked to reimburse more than \$26,000 to a company it has had an established contract with since 1992.

Please consider this document and its enclosures to be a formal request for an appeal of the Commitment Adjustment Letter, dated June 4,2002, received June 11, regarding Funding Year 2001-2002 and Form **471** Application Number 222433, FRN 555689. AIDB requests that the SLD grant a decision that AIDB can receive reimbursements for the full 12-month period instead of only nine months. Thank you for your consideration. I look forward to hearing from you.

Sincerely,

Justica S. Edmid

Jessica L. Edmiston

Assistant Director.

Grants and Communications



Universal Service Administrative Company

Schools & Libranes Division

Administrator's Decision on Appeal

December 10,2002

Jossica L. Edmiston Alabama Institute for the Deaf and Blind PO *Box* 698,205 *East* South Street Talladega, AL 35160

Re: Application Number: 222433

Funding Request Number: 555689
Funding Year: 2001-2002
Commitment Adjustment Letter Date: June 4,2002
Date Appeal Received: August 12,2002

Our records **show** that your appeal was received more than 60 days after the date your Commitment Adjustment Letter **was** issued (see dates above). The Federal Communications Commission (FCC) rules require applicants to submit appeals so USAC/SLD receives them within 60 days of the date that the relevant Commitment Adjustment Letter was issued. [See "Appeals Procedure" at http://www.sl.universalservice.org/reference/AppealsProcedureYR4.asp) The FCC **rules** do not permit the SLD to consider your appeal. If you wish to continue this process, you may submit a new appeal via the United States Postal Service, stating the impediment to your filing your appeal within the original time, to the FCC at the following address:

Federal Communications Commission Office of the Secretary 445 12th Street, S.W. Washington, DC 20554

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Schools **and** Libraries Division
Universal Services Administrative Company

ALABAMA INSTITUTE FOR DEAF AND BLIND



DECEIVED & INSPECTED

JAN 13 2003

FGC - MAILROO?

January 9, 2003

Jessica L. Edmiston
P.O. Box 698
205 East South Street
Talladega, AL 35 160
Phone 256-761-3470

Facsimile 256-761-3352 jcdmi@aidb.statc.al.us

Federal Communications Commission Office of the Sccretary 445 12th Street, S.W. Washington, DC 20554 CC Docket Nos. 96-45 and 97-21

Dear Sir or Madam:

The Alabama Institute for Deaf and Blind (AIDB) respectfully requests the Federal Communications Commission to review this letter of appeals for Funding Year 2001-02, regarding a Commitment Adjustment to Form 471 Application Number 222433, Funding Request Number 555689 (Attachment A, 4 pages.).

The Commitment Adjustment Letter, dated June 4, states, "On the original application the applicant asked for \$12,916.66 per month for only 9 months of the funding year. During the review, the contract was changed to Tariff service. This resulted in the applicant receiving a commitment for 12 months as opposed to the original request. This error resulted in the applicant receiving an over commitment of \$34,874.98 which must he removed from the funding request."

On the 471 Application, 222433, AIDB cited the service start date as 07/01/2001, according to this particular funding period. **AIDB** has had a contract with the said FRN Tor 10 years (See Attachment B). During this particular funding period, the contract would expire on 3/29/02 as slated on the 471 Application. However, AIDB would immediately renew the contract with the service provider and service would continue for the entire 12-month period as indicated on the renewed contract (Attachment C.). AIDB is also required to have its telecommunications service with BellSouth since it is the State of Alabama contract.

No. of Cooles reold O List ABODE The SLD Commitment Adjustment Lelter states, "On the original application the applicant asked for \$12,916.66 per month for only 9 months of the funding year." Although correct, AlDB did not intend for the service to end at nine months, but to continue for the full 12 months and then for mother five years (Again, reference Attachment C). The contract with BellSouth Telecommunications, PRN 555689, has always been an on-going service and has always been for 12 months of service.

After receiving this correspondence, AIDB called the Schools and Libraries Division (SLD) Help Line on June 13, 2002, and spoke with a Ms. Cathy Carly. Ms. Carly stated that the information in her system indicated that there was not a problem that the discrepancy between the 9-month and 12-month issue relating to this particular FRN had been remedied. I asked Ms. Carly if there was something else I needed to do, such as an Appeals or any another type of paperwork. She indicated that I did not have to write an Appeal, file a Form 500 or fill out my type of paperwork.

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I again called Ms. Carly on June 14, indicating that BellSouth needed documentation in order to continue to credit our bills. Ms. Carly stated that BellSouth could call the SLD Accounting office to discuss. BellSouth called me August 1 to discuss the issue, however I was out of the office until August 5. We spoke again August 9, with BellSouth relaying to me that A1DB was going Io have to reimburse the company for over credits, totaling \$26,039.14, since the issue had not been resolved by the SLD.

On June 11, when receiving the Adjustment letter from the SLD, I had already begun to draft an Appeals to the SLD before speaking to SLD representative, Ms. Cathy Carly, on June 13. She advised me that the issue had heen resolved and that an Appeal was unnecessary. In fact, she advised that no additional paperwork was necessary This was not accurate and thus, AIDB submitted an Appeal alter the 60-day period allowed by the SLD (Please see Attachinent D).

Please consider this document and its enclosures to be a formal request for an appeal of the Commitment Adjustment Letter, dated lune 4, 2002, received June 11, regarding Funding Year 2001-2002 and Form 471 Application Number 222433, FRN 555689 and an appeal of the Administrator's Decision on Appeal dated December 10, 2002 (Attachment E). ATDB requests that The Federal Communications Commission grant a decision that AIDB can receive reimbursements for the full 12-month period instead of only nine months since a Schools and Libraries Division representative advised the Institute not to file any paperwork. Once the Institute realized that an Appeal would indeed have to be filed, the GO-day window was closed.

FCC Appeal AIDB Page 3

Thank you for your consideration of this **issuc.** I realize the amount of time that such a process takes, and I appreciate your review of this matter. I look forward to hearing from you. Please contact me via phone or email should you require clarification or additional information.

Sincerely,

Jessica L. Edmiston Assistant Director,

Grants and Communications

Yessica J. Edmiston



Universal Service Administrative Company

Schools & Libraries Division

COMMITMENT ADJUSTMENT LETTER

June 4, 2002

Jessica L. Edmiston
ALABAMA INST FOR DEAF
205 ES STREET
TALLADEGA. AL 35160

Re: COMMITMENT ADJUSTMENT

Funding **Year:** 2001-2002

Form 471 Application Number. 222433

Dear Applicant:

Our routine reviews of Schools and Libraries Program funding commitments revealed certain applications where funds were committed in violation of program rules.

In order to be sure that no funds are used in violation of program rules, SLD must now adjust your overall funding commitments. The purpose of this letter is to make the adjustments to your funding commitments required by program rules.

FUNDING COMMITMENT REPORT

On the pages fallowing this letter, we have provided a Funding Commitment Report for the Form 471 application cited above. The enclosed report includes a list of the FRNs from your application for which adjustments are necessary. The SLD is also sending this information to your senice provider(s), so preparations can be made to implement this decision. Immediately preceding the Funding Commitment Report, you will find a guide that defines each line of the Report

Please note that if the Funds Disbursed to Date amount exceeds your Adjusted Funding Commitment amount, USAC will have to recover some or all of the funds disbursed. The amount is shown as Funds to be Recovered. If funds must be recovered, we will be sending your service provider a letter describing the process for recovering these funds in the near future, and we will send a copy of the letter to you. If the Funds Disbursed to Date amount is less than the Adjusted Funding Commitment amount, USAC will continue to process properly filed invoices up to the Adjusted Funding Commitment amount.

TO APPEAL THESE FUNDING COMMITMENT DECISIONS

If you wish to appeal the Funding Commitment Decision(s) indicated in this letter, your appeal must be made in writing and RECEIVED BY THE SLD at the address below WITHIN 60 DAYS OF THE DATE AT THE TOP OF THIS LETTER. Appeals received after that date will be rejected as untimely. In your letter of appeal.

- 1 Include the name, address, telephone number, fax number, and e-mail address (if available) for the person who can most readily discuss this appeal with us.
- 2. Identify which Commitment Adjustment Letter you are appealing. Your letter of appeal must include the applicant name and the Form 471 Application Number from the top of this Commitment Adjustment Letter.
- 3. Identify the particular Funding Request Number (FRN) that is the subject of your appeal. When explaining your appeal, include the precise language or text from the Commitment Adjustment Letter that is at the heart of your appeal. By pointing us to the exact words that give rise to your appeal, you will enable us to more readily understand and respond appropriately to your appeal. Please keep your letter to the point, and provide documentation to support your appeal Be sure to keep copies of your correspondence and documentation.
- 4. Provide an original authorized signature on your letter of appeal.

Please send your appeal to: Letter of Appeal, Schools and Libraries Division, Box 125-Correspondence Unit, 80 South Jefferson Road, Whippany, NJ 07981. New options for filing an appeal can be found in the "Appeals Procedure" posted in the Reference Area of the SLD web site http://www.sl.universalservice.org or by contacting the Client Service Bureau at I (888)-203-8100.

While we encourage you to resolve your appeal with the SLD first, you have the option of filing an appeal with the Federal Communications Commission (FCC) via United States Postal Services: FCC, Office of the Secretary, 445-12th Street SW, Washington, DC 20554-I you are submitting your appeal to the FCC by other than United States Postal Services, check the SLD web site for more information. Please reference CCD ocket Nos. 96-45 and 97-21 on the first page of your appeal. The FCC must RECEIVE your appeal WITHIN 60 DAYS OF THE ABOVE DATE ON THIS LETTER for your appeal to be filed in a timely fashion. Further information and new options for filing an appeal directly with the FCC can be found in the "Appeals Procedure "posted in the Reference Area of the SLD web site, http://www.sl.universalservice.org or by contacting the Client Service Bureau at 1-(888)-203-8100.

A GUIDE TO THE FUNDING COMMITMENT REPORT

etter will be a report for each funding request from your application for it a r u t is required. We are providing the following definitions.

• FUNDING REQUEST NUMBER (FRN): A Funding Request Number is assigned by the SLD to each request in Block 5 of your Form 471 once an application has been processed. This number is used to report to Applicants and Service Providers the status of individual discount funding requests submitted on a Form 471.

SPIN (Service Provider Identification Number): A unique number assigned by the Universal Service Administrative Company to service providers seeking payment from the Universal Service Fund for participating in the universal service support programs-

- SERVICE PROVIDER: The legal name of the service provider-
- *CONTRACT NUMBER: The number of the contract between the eligible party and the service provider. This will be present only if a contract number was provided on Form 471.
- SERVICES ORDERED: The type of service ordered from the service provider, as shown on Form 471.
- SITE IDENTIFIER: The Entity Number listed in Form 471 for "site specific" FRNs.
- BILLING ACCOUNT NUMBER: The account number that your service provider has established with you for billing purposes. This will be present only if a Billing Account Number was provided on your Form 471.
- -ADJUSTED FUNDING COMMITMENT: This represents the adjusted total amount of funding that SLD has committed to this FRN. If this amount exceeds the Funds Disbursed to Date, the SLD will continue to process properly filed invoices up to the new commitment amount.
- FUNDS DISBURSED TO DATE: This represents the total funds which have been paid up to now to the identified service provider for this FRN.
- FUNDS TO BE RECOVERED: This represents the amount of Funds Disbursed to Date that exceed the Adjusted Funding Commitment amount These funds will have to be recovered. If the Funds Disbursed to Date do not exceed the Adjusted Funding Commitment amount, this entry will be \$0.
- FUNDING COMMITMENT ADJUSTMENT EXPLANATION: This entry provides a description of the reason the adjustment was made.

Funding Commitment Report for Application Number: 222433 THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NA

Funding Request Number: 555689 SPIN: 143004824

Service Provider. BellSouth Telecommunications, Inc.

Contract Number: MIM

Services Ordered:

TELCOMM SERVICES

Site Identifier: 39132

ALABAMA INST FOR DEAF

Billing Account Number: 205-M74-555520541

Adjusted Funding Commitment:

\$104,624.95

Funds Disbursed to Date:

\$97,796.45

Funds to be Recovered:

\$0.00

Funding Commitment Adjustment Explanation:

The funding request is for local telephone service provided by BellSouth Telecommunications and was classified as Telecommunications Service. On the original application the applicant asked for \$12,916.66 per month for only 9 months of the funding year. During review the contract was changed to Tariff service. This resulted in the applicant receiving a commitment for 12 months as opposed to theoriginal request-This error resulted in the applicant receiving an over commitment of \$34.874.98 which must be removed from the funding request

- April + Mayor 3 accounts
- not true - 15 a yearly contract
- on going service w/ Bell south

1-888-203-8100

Alabama State Rept. of Ed

154,999.93

Attachment B 19 pages) South Central Bell

Stephen H. Kirkemier Sales Vice President Sales Division Room 206 N 3196 Highway 280 South Birmingham, Alabama 35243 205 972-4141

April 16, 1993

Mr. M. P. Greene, Jr. Alabama Instituts for Deaf and Blind 205 E. South Street P. O. Box 698 Talladega, AL 35160

Dear Pat,

This is written to officially thank you for the 84 month ESSI Contract that you approved last month. Your new role of running the Alabama Institute for Deaf and Blind, I am sure, is a challenging one. They are very fortunate to have you in this capacity at this time-

Pat, on the other subject that you and I calked about concerning computers for the whole Institute, I will be glad to help you in any way that I can. I suggest we form a small council of interested business leaders to help you with this project. I would be delighted to serve on chis council.

If I, or my State Account Team. can be of any service to you please do not hesitate to give us a call. In your trips to Montgomery, if gnu have any time I am sure Randy Fulmer end our Stare Account Team would enjoy having you come by. We have recently relocated to new office space at 669 South Lawrence Street in Montgomery.

Fat, thank you again for your business. The Alabama Institute fer Deaf and Blind is an important customer, and we are all committed to meeting your needs. Give my regards to Marilyn, and I look forward to seeing you soon.

Sincerely,

cc: Randy Fulmer Gary Jordan हर्ने में है विदेश प्रतिक्षित र राज्यात. हर्म के हैं

SOUTH CENTRAL BELL TELEPHONE COMPANY LETTER OF ELECTION FOR ESSX SERVICE ______600

The undersigned Subscriber requests the South Central Bell
Telephone Company (hereinafter Telephone Company) to provide
ESSX service in accordance with the Telephone Company's
lawfully filed tariffs. Tariff provisions relating to the ESSX
service include, but are not limited to, the terms and
conditions described below. The Subscriber understands that
the Telephone Company can provide this service only as set
forth in its tariffs and that in any conflict between the
tariffs and this letter, the tariff shall prevail.

- (1) The Telephone Company will furnish, install and provide naintenance service for ESSX service 600 including:
 - ESSX service Common Equipment, Main Station Lines. Extension Station Lines, Group A Features, optional Service Features and Lane Terminating Arrangements.
- (2) The Subscriber agrees to pay the Telephone Company installation and service establishment charges and a monthly rate as detailed on Attachment A for an elected service period of 84 months. The monthly rate will continue for the elected service period and will not be subject to company initiated rate change during such period. Additional services ordered will be subject to additional rates.

Additional ESSX service may be added as follows:

a) Equipment can be added to an existing system at the customer's option; however, tariff rates, charges, terms and conditions then currently affective for such service will be applied.

- At the customer's option, charges for additions may be paid for aver the remainder of the existing system's payment period, and may be added onto the existing agreement, providing at least 30 days remain in the customer's payment period. Payment periods for additions and the existing system will then have a common expiration date. Charge(s) for the addition(s) will be the than current, filed rate(s) for the equipment far the same payment period as the existing system's payment period. If the existing system's payment period is not in the current tariff, the rate charged for the addition will be that of the next shorter filed payment period in the current tariff. If less than 30 days remain in the payment period for the existing system, additions may only be placed on the one-month payment period at then current rates in effect for the one-month period.
- c) If the coterminous option for additions is not elected by the customer, additions may then be placed only on the ane-month payment period at then current rates in effect far the one-month geriod.
- (3) The Subscriber understands that same installation and service establishment charges may be deferred over the length of the Variable Term Payment Plan or shorter period subject to terms and conditions set forth in the tariff.

 The Deferred Payment period covers -0- months and will cost -0- dollars.
- to the Subscriber understands recurring monthly rates may be prepaid subject to the terms and conditions set forth in the tariff. The Prepayment Period covers—omega month and will cost—od dollars.
- (5) If the service requested by the Subscriber is canceled prior to the establishment of service, but after the date of acceptance shown below, the subscriber is required to reimburse the Company for all expenses incurred in handling the request before notice of cancellation is received. Such charge, however, is not to exceed all charges which would apply if the work involved in complying with the request for service has been completed.

			-0- Months	Installation or Establishment Charge
	CLT	Additional Listings	97.65	
l 2	RJ21X	Standard Voice Network Interface	-0-	
20	ан8	Surcharge Pot Hearing Impaired	2.00	
20	92R	End User Common Line Charge	112.60	
20	EQA	Flat Rate Nar - Combination	946.60	
				-
			_	
		Total Non-Contract Items	\$1,158.85	
			<u> </u>	
		,		

Subscriber Alabama Institute for The Deaf And Blind

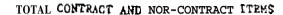
Tiele D. Dest

quantity	usoc	DESCRIPTION	Monthly Rate84Months	Installation or Establishment Charge
1	F52	Network Access Each PAC Croup	-0-	
_1	ESS	Common Equipment	-0-	
1	BOA	IRC Access P/SFG	4.60	
1	EOE	IXC Access P/Term SFG	-0-	
276	NRX	Intercon Charge	1,614.60	
189	RYMRY	Exchange CKT. FR, 1 M11e	897.75	
87	++TA3	Exchange CKT, FR, 1 nile	639.45	
231	E6G++	CFV Per Line	-0-	
76	E9C++-	CFBL Per Line, Fixed	-0-	
71	Eget:	CPDA Per Line. Fixed	-0-	
13Y		CH Per Line	O- -	
164	E3P++	CPU Per Line	-0-	
38	E3N	CPU Per Croup	- ₫ -	
49	esx ++	CWT Par Line	-0-	
244	E9A++	3WC Per Line	256.20	
1	EATPS	CPV Par System	2.00	
1	E6GPS	CPBL Per System, Fixed	12.75	
1	E9GPS	CFDA Per System. Fixed	12.75	

By Alabama Institute For Deaf And Blind

By Title Respect

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				·
		Total Contract Items		
		Auto Call Back	2 V K	
		3MC Per System	Sayea	513
		CW Term/Sys	Saxsa	i '
		CPU Per System	E3PP6	
_	58'L	•	Į į	I
True Themier Ionae		CH Per System	EVBPS	<u> </u>
gradO inemistidates so motsalishment	Молсһду Касе 84 Молсһв	DESCRIPTION	nzoc	Yazaneup



	Total Contract and Non-Contract Items	\$4,634.15	
		ı	1

* 85 84 P Buentz_ + President

- At the expiration of the service period, the Subscriber may continue the service according to renewal options then provided under the tariff. If the Subscriber does not elect an additional service period or does not request discontinuance of service, then the above service will be continued at the monthly rate then currently in effect for month-to-month subscribers.
- (7) In the event that any item of service is terminated prior to expiration of the applicable service period, the Subscriber is subject to charges as provided in the tariff.
- (8) Station line moves (other than inside moves) will require disconnect of the station line at the existing location, with the application of all appropriate ternination charges. Such moves would be treated as a new installation at the new location and be subject to all applicable charges.
- (9) The Subscriber is not permitted to suspend service described in this letter.
- (10) with the written permission of the Telephone Company, a subscriber may assign the plan to another subscriber at the same location subject to all provisions of the Company tariff.
- (11) South Central Bell offers ESSX service with an unconditional Satisfaction Guarantee to subscribers with contracted ESSX service. If the Subscriber is not satisfied with the ESSX service, the subscriber may elect to disconnect the ESSX service, within 90 days of initial installation, and receive a corresponding refund of all recurring and non-recurring charges as referenced in the attached Guarantee Certificate. The Guarantee Certificate should be considered a part of this Letter of Election upon its execution.
- (12) The continuation of this agreement is contingent upon continued legislative appropriation of funds.

 Non-availability of funds at any time shall cause this agreement to become void and unenforceable and no liquidated damages shall accrue to this agency or the State as a result. The State will not incur liability beyond the payment of any accrued agreement payment.

CUSTOMER ACCEPTANCE

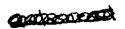
Surement Surement

ADDRESS 205 East South Street Street Number and Name	Talladega, Alabama City or Town, and State
SUBSCRIBER Alabama Institu	ute For The Deaf And Blind
Dras P Sucur	TITLE X PRESIDENT
DATE	1
ACCEPTED SOUTH CENTRAL BELL DATE 3/29/92 NOTATION: Date of the establishment of	TELEPHONE COMPANY BY Laughow Le Calwur TITLE MONORM Service of the initial system.
(Hay be entered when service :	is established)

	15:14 -16-2002 14:32	12567613344		4 AIDS-PRESIDENT	5/24/02	NU.701 W/Z P.02/02
O	podook	D AND LOOK	TATE OF THE OWNER OWNER OF THE OWNER			Attachment
(B)				CETTREX SERVE	CE	18 pages
KORABORA	The undersigned customer pursuant to the research	("Customer") Neroby	orders BailSouth C	Chives service as des	embed bulger ("Order") & 	ens SeilSouth.
7		rat. Pirani ino comunio Par. Alsosifis institu				
Cancar	Address:	205 E. South S				
400 O	•	Takadaga, Mel)@rns			
	BetSouth Centrex Services (Services from ESSX Period bagins on the sewho are replacing any o	"/Digital ESSX Servi	ice" er Mulliberr" : for those custor	" (Multiserv" Flue (Service, BellSouth Con	LEX DRIVIES
	Service Period:			30 mg		
	Customer ungerstands service prior to the expire	retion of the designe	ited Service Feri	NG" LINCONE SE CREMA	MG Manage (Start in	and death of the con-
	Customer may migrate fewer Payment Plan du	ring the Service Peri	od wituant ruchui	ud caudanaiou aud	Period, but may not ma gas.	priside 50 (ii)
		: 1				
	Customer understands either sepressed or imp	that BellSouth will at pled. Itsel the request	tempt to meet the led date will be m	ier I Ladi nacio q julifiggi	ion date, but makes no	जवादरापु र
	•	restation Cate: 🎎				
	Expert) Should Custom to do se under the term	ier desire to sed any ie and conditions of t	he Teriff and cust	Duret edines je pe (s' ot urose et meu	• .	
	and the second s	ppty. As provided b no the BellSouth Ca	u Menta Territor (Const	What that he issue	f the service period de- for all capital expens- not exceed an arrand	DO NOMINO AL
:	BeilSouth also offers Customer wishes to e ninety (90) days of the	zancies the Settefact	ion Guarantee, Y	South Centrex ser witten notification o	vies, as described in must be provided to Bi	the Tariff. If Elliquiti within
:	This Order is effective by the provisions of Be	when executed by the discussive flex	he Customer and I teriffs, including	accepted by BelliG any changes therei	outh, and is subject to in se may be made from	and pontrolled titing to lime.
	Customer Name: Alab	ne institute for	Deaf and Blind	Accepted by	BellSouth:	

This: Executive Vice President

P. I



ORDER FOR BELLSOUTH CENTREX SERVICE

The undersigned customer (*(parausm to the rates, charges,	Customer") hereby or terms and conditions	nders BallSouth Ce s set forth in BellSo	ntrax ser nuth's Ger	vice es de voçai Sube	scribed bald criber Servi	w ("Order") cat Tarkt A	from BellSouth, 2 ("Tariff"):
Customer Name:	Alabama Instituti	e for Deaf & Bline	·	-	·		
Address:	205 E. South Str	eet					
	Talledegs, Alaba	MINE				•	
BellSouth Centrex Service is converted from ESSX*/D Period begins on the service who are replacing any other	e installation date f	o or MultiServ ^a for those customs	/Multiser	rv ^{su} Plus :	Service, Be	MSouth Ca	ntrax Service
Service Períod:	12 mo 2	24 mo	36 mo.		48 mo	80	m o . <u>X</u>
Customer understands that service prior to the expiration	i cancellation charg on of the designate	es shall apply sh id Service Period	ould cus . except	tomer dia as other	connect the	e BellSouth ed herein o	Centrex rin the Tariff.
Customer may migrate to a lower Payment Plan during	higher Payment Pi the Service Period	lan at any time di without incuming	ming the	Service I allon cha	Period, but rges.	may not mi	grate to e
Payment Plan:	1 2	3 4	x_	δ	•		
Customer understands that either expressed or implied	: BeliSouth will arter i, that the requested	mpt to meet the r I date will be met	equeste:	installet	ion dete, bi	ut makes no	warrenty,
Requested installs	ation Date: <u>June</u>	5, 2000					•
Attached is a description of Expert) Should Customer of to do so under the terms and	leatine to add any ad	aditional service,	or move	or chanc	oe existing	service. Be	mont A-Quote IlSouth agrees
Customer understands that certain charges shall apply BellSouth in provisioning the cancellation charges provide	r. As provided by the Bell-South Centre	ne Tartif, Custon	ner shall	be liable	for all cap	ital expens	as incurred by
BellSouth also offers a "S Customer wishes to exerci ninety (90) days of the effect	iee the Satisfaction	Guarantea, writ	uith Cer ten notif	ntrex ser fic ati on m	vice, as de lust be pro	escribed in ovided to B	the Tariff. If ell\$outh within
This Order is effective when by the provisions of BellSou	n executed by the outlin's lawfully filed to	Customer and ac riffs, including an	cepted y chang	by BallSc es therein	outh, and is n as may be	subject to a made from	and controlled n time to time.
Customer Name: Alabama	Institute for De	af and Blind	Acce	opted by i	BellSouth:		
Print Name Kermeth W. T	nompson		Print	Name:_	Jamie i	i. Hodges_	
ex fundel			By:_				
Tide: Executive Vice Pro	esident		Title	Ragio	nal Account	Executive	
parts: June 5, 2000			Date				

LETTER OF ELECTION

The undersigned Subscriber requests BellSouth Telecommunications, Inc. (Companyⁿ)

provide MegaLink^R service(ML) at the _Talladega Central Office and Subscriber's,location at ___Ft. Lashley 256-M74-4828___

Important tariff provisions relating to ML are set forth herein:

1 1 1

- The Company will furnish, install, maintain and provide maintenance of channel services for ML in accordance with the Company's lawfully filed tariffs. The tariffs provide the basis for this Agreement with the Subscriber. The Agreement period shall begin the day ML is installed.
- 2. The Subscriber agrees to pay the Company for the provision of ML ("Service"). The Service shall be offered for variable rate periods with rates based on lengths of 36 months (payment periods may be selected from 24 months to 48 months at 36 month rates), 60 months (payment periods may be selected from 49 months to 72 months at 60 months rates), or 84 months (payment periods may be selected from 73 months to 96 months at the 84 month rates). This monthly rate will continue for the elected service period and will not be subject to Company initiated change during such period.

The monthly rates for facility mileage, basic system capacity and feature activation in effect at the time the Service is installed and/or as of the service period order application date will be in effect until the expiration of the chosen by the Subscriber. Other rates applicable to other services provided by the Company, including but nat limited to, individual exchange network access and private line channel services, that are connected to ML, may be increased during this period.

- 3. Recognition of previous service will be given to the Subscriber who renews an existing contract arrangement, for the same or larger system(s) and all associated rate elements at the same location(s), provided that the length of the new contract arrangement is a minimum 24 month service period or equals/exceeds the remaining service period of the original contract arrangement, whichever is greater.
- 4. Recognition of previous service will be given to **the** month-to-month SubscriberWith a service date of January 1,1994 or later who converts to a contract arrangement, provided the minimum service period has been met. For the Subscriber whose service date is January 1,1994 or earlier, recognition

will be given for the previous service back to January 1, 1994. For the Subscriber whose senice date is later than January 1,1994, recognition for the previous service will be given back to the actual service date.

5. The service period for this Agreement shall be _____60___ months. - The recurring and nonrecurring charges for items under this Agreement are:

Ţ		Non-recurring	Recurring
			l
Megalink Monthly service	ł I		S250.00
	1 .	 -	
<u> </u>		ļ	
 			
)	1	1	l .

- 6. In the event that any item of the Service is terminated prior to the expiration of the service period, the Subscriber shall pay a termination liability charge as specified in the tariff. In Florida, Georgia, and South Carolina, moves of service that meet all criteria as stated in B2.4 of the Private Line Services Tariff shall not be subject to Termination Liability.
- 7. At the expiration of the service period, the Subscriber may continue the Service according to renewal options provided under the tariff. If the Subscriber does not elect an additional service period, or does not request discontinuance of service, then the above Service will be continued at the monthly rate currently in effect for month-to-month rates. Service periods may also be renewed prior to expiration in accordance with regulations and rates then in effect
 - 8. Suspension of service is not permitted for ML Service.
 - 9. The Subscriber agrees to pay any added costs incurred by the Company due to a Subscriber initiated change in the location of the ML prior to the time it is placed in senice.
 - 10. In the event the Service requested by the Subscriber is canceled prior to the

establishment of Service, but after the date of ordering reflected herein, the Subscriber is required to reimburse the Company for all expenses incurred in handling the request beform the notice of cancellation is received Such charge however, is not to exceed the sum of all charges which would apply if the work involved incomplying with the request had been completed.

11. Equipment may be transferred to another Subscriber at the same location upon written concurrence of the Company. The new Subscriber to whom the Service is transferred will be subject to all tariffprovisions and equipment configurations currently in effect for the present Subscriber.

This Agreement is effective when executed by the subscriber and accepted by the company, and is subject to and controlled by the provisions of the Company's lawfully filed tariffs, including any changes therein as may be made from time to time.

Customer Name	Alabama institute for Le	ar and Blind	
Signature \	until.	Date June 5, 2000	
TA TO	ip Frenter		
Printed Name K	enneth W. Thampson	Title Executive Vice President	
	BELLSOUTH TE	LECOMMUNICATIONS,INC	
Si		Date	
Printed Name	Jamie H. Hodges	Title Regional Account Executive	_

LETTER OF ELECTION

The undersigned Subscriber requests BellSouth Telecommunications, Inc. (Company'?

provide MegaLink^R service (ML) at the Tailadega Central Office and

Subscriber's location at ____800 south St. 334-M74-9912

Important tariff provisions relating to ML are set forth herein:

- 1. The Company will furnish, install, maintain and provide maintenance of channel services for ML in accordance with the Company's lawfully filed tariffs. The tariffs provide the basis for this Agreement with the Subscriber. The Agreement period shall begin the day ML is installed.
- 2. The Subscriber agrees to pay the Company for the provision of ML ("Service"). The Service shall be offered for variable rate periods with rates based on lengths of 36 months (payment periods may be selected from 24 months to 48 months at 36 month rates), 60 months (payment periods may be selected from 49 months to 72 months at 60 months rates), or 84 months (payment periods may be selected from 73 months to 96 months at the 84 month rates). This monthly rate will continue for the elected service period and will not be subject to Company initiated change during such period

The monthly rates for facility mileage, basic system capacity and feature
activation in effect at the time the Service is installed and/or as of the
service order application date will be in effect until the expiration of the
services provided by the Subscriber. Other rates applicable to other
services provided by the Company, including but not Limited to, individual
exchange network access and private line channel services, that are
connected to ML, may be increased during this period.

- 3. Recognition of previous service will be given to the Subscriber who renews an existing contract arrangement, for the same or larger system(s) and all associated rate elements at the same location(s), provided that the length of the new contract arrangement is a minimum 24 month service period or equals/exceeds the remaining service period of the original contract arrangement, whichever is greater.
- 4. Recognition of previous service will be given to the month-to-month

 Subscriber with a service date of January 1,1994 or later who converts to a

 contract arrangement, provided the minimum service period has been met. For
 the Subscriber whose service date is January 1,1994 or earlier, recognition
 will tie given for the previous service back to January 1, 1994. For the

Subscriber whose service date is later than January 1,1994, recognition for the previous service will be given back to the actual service date.

5. The service period for this Agreement shall be 60 The recurring and nonrecurring charges for items under this Agreement

Description	Qty.	Non-recurring	Recurring
Magnlink Monthly convice	<u> </u>		5193.00
Megalink Monthly service	- \	 	3193.00
	-		
		1	

- 6. In the event that any item of the Service is terminated prior to the expiration of the service period, the Subscriber shall pay a termination liability charge as specified in the tariff. In Florida, Georgia, and South Carolina, moves of service that meet all criteria as stated in B2.4 of the Private Line Services Taciff shall not be subject to Termination Liability.
- 7. At the expiration of the service period, the subscriber may continue the Service according to renewal options provided under the tariff. If the Subscriber not elect an additional service period, or does not request service, then the above Service will be continued at the discontinuance of in effect for month-to-month rates. Service to expiration in accordance with

monthly rate currently periods may also be renewed prior regulations and rates then in effect

does

8. Suspension of service is not permitted for ML Service.

- 9. The Subscriberagrees to pay any added costs incurred by the Company due to a Subscriber initiated change in the location of the ML prior to the time it is placed in service.
- 10. In the event the Service requested by the Subscriber is canceled prior to the establishment of Service, but after the date of ordering reflected herein, the

Subscriber is required to reimburse the Company far all expenses incurred in handling the request before the notice of cancellation is received Such charge however, is not to exceed the sum of all charges which would apply if the work involved in complying with the request had been completed.

11. Equipment may be transferred to another Subscriber at the same location upon written concurrence of the Company. The new Subscriber to whom the Service is transferred will be subject to all tariff provisions and equipment configurations currently in effect for the present Subscriber.

This Agreement is effective when executed by the subscriber and accepted by the company, and is subject to and controlled by the provisions of the Company's lawfully filed tariffs, including any changes therein as may be made from time to time.

Customer Name	Alabama Institute for	Deaf and 811nd 4	
Signature	en Forma	Date _June 5. 2000	_
Printed&\$	Kenneth W. Thampson	Title Executive Vice President	
	BELLSOUTH TE	LECOMMUNICATIONS, INC	
Signature		Date	
Printed Name	Jamie H. Hodges	Title Regional Account Executive	

LETTER OF ELECTION

The undersigned Subscriber requests BellSouth Telecommunications, Inc. (Company")

provide MegaLink^R service (ML) at the _Talladega Central Office and Subscribefs location at Burningham Regional Center 256-M74-6469

Important tariff provisions relating to ML are set forth herein:

. -

- 1. The Company will furnish, install, maintain and provide maintenance of channel services for ML in accordance with the Company's lawfully filed tariffs. The tariffs provide the basis for this Agreement with the Subscriber. The Agreement period shall, begin the day ML is installed
- 2. The Subscriber agrees to pay the Company for the provision of ML ("Service"). The Service shall be offered for variable rate periods with rates based on lengths of 36 months (payment periods may be selected from 24 months to 48 months at 36 month rates), 60 months (payment periods may be selected from 49 months to 72 months at 60 months rates), or 84 months (payment periods may be selected from 73 months to 96 months at the 84 month rates). This monthly rate will continue for the elected service period and will not be subject to Company initiated change during such period

The monthly rates for facility mileage, basic system capacity and feature activation in effect at the rime the Service is installed and/or as of the order application date will be in effect until the expiration of the service chosen by the Subscriber. Other rates applicable to other service period the Company, including but not limited to, individual services provided by exchange network access and private line channel services, that are increased during this period. connected to ML, may be

- 3. Recognition of previous service will be given to the Subscriber who renews an existing contract arrangement, for the same or larger system(s) and all associated rate elements at the same location(s), provided that the length of the new contract arrangement is a minimum 24 month service period or equals/exceeds the remaining service period of the original contract arrangement, whichever is greater.
- 4. Recognition of previous service will be given to the month-to-month Subscriber with a service date of January 1, 1994 or later who converts to a contract arrangement, provided the minimum service period has been met For the Subscnier whose service date is January 1, 1994 or earlier, recognition

will be given for the previous service back to January 1,1994. For the Subscriber whose service date is later than January 1, 1994, recognition for the previous service will be given back to the actual service date.

5. The service period for this Agreement shall be _____60___ months. The recurring and nonrecurring charges for items under this Agreement are:

Description	Qtv.	Non-recurring	Recurring
Megalink Monthly senice	_		f625.00
		1	
		1	

6. In the event that any item of the Service is terminated prior to the expiration of the *service* period, the Subscriber shall pay a termination liability charge as specified in the tariff. In Florida, Georgia, and South Carolina. moves of service that meet all criteria as stated in B2.4 of the Pnvate Line Services Tariff shall not be subject to Termination Liability.

7. At the expiration of the service period, the Subscriber may continue the Service

- according to renewal options provided under the tariff. If the Subscriber does not elect an additional service period, or does not request discontinuance of service, then the above Service will be continued at the monthly rate currently periods may also be renewed prior to expiration in accordance with regulations and rates then in effect.
 - 8. Suspension of service is not permitted for ML Service
 - 9. **The** Subscriber agrees to pay any added costs incurred by the Company due to a Subscriber initiated change in the location of the ML prior to *the* time it **is** placed in **service**.
 - 10. In the event the Service requested by the Subscriber is canceled prior to the

establishment of Service, but after the date of ordering reflected herein, the Subscriber is required to reimburse the Company for all expenses incurred in handling the request before the notice of cancellation is received Such charge however, is not to exceed the sum of all charges which would apply if the work involved in complying with the request had been completed.

11. Equipment may be transferred to another Subscriber at the same location upon written concurrence of the Company. The new Subscriber to whom the Service is transferred will be subject to all tariff provisions and equipment configurations currently in effect for the present Subscriber.

This Agreement is effective when executed by the subscriber and accepted by the company, and is subject to and controlled by the provisions of the Company's lawfully filed tariffs, including any changes therein as may be made from time to time.

Customer Name	Mabama Institue for De	af and Blind	
Signature 1	moth	Date June	5, 2000
A CONTRACTOR OF THE PARTY OF TH	phy & Buste	mi i e	
Printed Name 8	enneth W. Thompson	Title_Execu	tive Vice President
	BELLSOUTH TE	LECOMMUNICATIO	NS, INC
Signature		Date	
J			
Drintad Nama	Jamie H. Hodges	Title Regional A	ecount Executive

LETTER OF ELECTION

The undersigned Subscriber requests BellSouth Telecommunications, Inc. (Company")

provide MegaLink^R service the Talladega Central Office and

Subscriber's location at —205 East South St. Talladega, Alabama 256-m74-6605____

Important tariff provisions relating to ML are set forth herein:

- 1. The Company will furnish, install, **maintain** and provide maintenance of channel services for ML in accordance with the **Company's lawfully** filed tariffs. The tariffs provide the basis for this **Agreement** with the Subscriber. The Agreement period shall begin the **day** ML is installed.
- 2. The Subscnier agrees to pay the Company for the provision of ML ("Service"). The Service shall be offered for variable rate periods with rates based on lengths of 36 months (payment periods may be selected from 24 months to 48 months at 36 month rates), 60 months (payment periods may be selected from 49 months to 72 months at 60 months rates), or 84 months (payment periods may be selected from 73 months to 96 months at the 84 month rates). This monthly rate will continue for the elected service period and will not be subject to Company initiated change during such period

The monthly rates for facility mileage, basic system capacity and feature
activation in effect at the time the Service is installed and/or as of the
service order application date will be in effect until the expiration of the
service period chosen by the Subscriber. Other rates applicable to other
services provided by the Company, including but not limited to, individual
exchange network access and private Line channel services, that are
connected to ML, may be increased during this period

- 3. Recognition of previous service will be given to the Subscriber who renews an existing contract arrangement, for the same or larger system(s) and all associated rate elements at the same location(s), provided that the length of the new contract arrangement is a minimum 24 month service period or equals/exceeds the remaining service period of the original contract arrangement, whichever is greater.
- 4. Recognition of previous service will be given to the month-to-month Subscriber with a service date of January 1,1994 or later who converts to a contract arrangement, provided the minimum service period has been met. For the Subscriber whose service date is January 1,1994 or earlier, recognition

will be given for the previous service back to January 1,1994. For the Subscriber whose service date is later than January 1, 1994, recognition for the previous service will be given back to the actual service date.

5. The service period for this Agreement shall be _____60 ___ months The recurring and nonrecurring charges for items under this Agreement are:

Description	Qty.	Non-recurring	Recurring	USOC
Local Channel	2		\$250.00	1LDTV
		1		

- 6. In the event that **any** item of the Service is terminated prior to the expiration of the service period the Subscriber **shall** pay a termination liability charge as specified in the tariff. In Florida, Georgia, and South Carolira, moves of service that meet all criteria as stated in **B2.4** of the Private Line Services Tariff shall not be subject to Termination Liability.
- 7. At the expiration of the service period the Subscriber may continue the Service according to renewal options provided under the tariff. If the Subscriber does not elect an additional service period, or does not request discontinuance of service, then the above Service will be continued at the monthly rate currently periods may also be renewed prior to expiration in accordance with regulations and rates then in effect.
 - 8. Suspension of service is not permitted for ML Service.
 - 9. The Subscriber agrees to pay any added costs incurred by the Company due to a Subscriber initiated change in the location of the ML prior to the time it is placed in service.
 - 10. In the event the Service requested by the Subscriber is canceled prior to the

establishment of Service, but after the date of ordering reflected herein, the Subscriber is required to reimburse the Company for all expenses incurred in handling the request before the notice of cancellation is received. Such charge however, is not to exceed the sum of all charges which would apply if the work involved in complying with the request had been completed.

11. Equipment may be transferred to another Subscriber at the same location upon written concurrence of the Company. The new Subscriber to whom the Service is transferred will be subject to all tariff provisions and equipment configurations currently in effect for the present Subscriber.

This Agreement is effective when executed by the subscriber and accepted by the company, and is subject to and controlled by the provisions of the Company's lawfully filed tariffs, including any changes therein as may be made from time to time.

Signature Kenntulu	Date June 5, 2000	_
Printed Name Kenneth W. Thompson	Title <u>Executive Vice President</u>	_
BELLSOUTH TELE	COMMUNICATIONS, INC	
Signature	Date	_
Printed Name Tamie H Hodges	Title Regional Account Executive	

Customer Name Alabama Institute for Deaf and Blind

ORDER FOR BELLSOUTH CENTREX SERVICE

The undersigned customer ("Customer") hereby orders BellSouth Centrex service as described below ("Order") from BellSouth, pursuant to the rates, charges, terms and conditions set forth in BellSouth's General Subscriber Services Tariff A12 ("Tariff"): Customer Name: Alabama Institute for Oeaf & Blind 205 E. South Street___ Address: Talladega. Alabama BellSouth Centrex Service Period begins on the first bill date following conversion for those customers whose service is converted from ESSX*/Digital ESSX Service* or MultiServ** /MultiServ** Plus Service. BellSouth Centrex Service Period begins on the service installation date for those customers choosing BellSouth Centrex as a new service, or who are replacing any other service with Bell South Centrex. 12 ma, ____ 24 ma, ____ 36 ma, ____ 48 ma, ____ Customer understands that cancellation charges shall apply should customer disconnect the BeilSouth Centrex service prior to the expiration of the designated Service Period, except as otherwise provided herein or in the Tariff. Customer may migrate to a higher Payment Plan at any time during the Service, Period, but may not migrate to a lower Payment Plan during the Service Period without incurring cancellation charges. Payment Plan: 1 _ 2 ___ 3 __ 4 X_ 5 ___ Customer understands that BellSouth will attempt to meet the requested installation date. but makes no warranty, either expressed or implied, that me requested date will be met Requested Installation Date: June 5. 2000 Attached is a description of the quantity of service the Customer is requesting at this time. (Attachment A-Quote Expert) Should Customer desire to add any additional Service, or move or change existing service. Bell South agrees to do so under the terms and conditions of the Tariff and customeragrees to be bound thereby. Customer understands that if he/she cancels this Order prior to the beginning of the Service period described above. certain charges shall apply. As provided by the Tariff. Customer shall be liable for all capital expenses incurred by BellSouth in provisioning the BellSouth Centrex service, which expenses shall not exceed an amount equal to the cancellation charges provided in the Tariff. BellSouth also offers a "Satisfaction Guarantee- with BellSouth Centrex service, as described in the Tariff. If Customer wishes to exercise the Satisfaction Guarantee, written notification must be provided to BellSouth within ninety (90) days of the effective billing date of this Order. This Order is effective when executed by the Customer and accepted by Bell South, and is subject to and controlled by the provisions of Bell South's lawfully filed tariffs, including any changes therein as may be made from time to time. Customer Name: Alabama Institute for Deaf and Blind Accepted by BellSouth: Print Name: ——Jamie H. Hodges_____ Title: Regional Account Executive '-:-Title: Executive Vice President

LETTER OF ELECTION

The undersigned Subscriber requests BellSouth Telecommunications, Inc. (Company) provide MegaLink^R service (ML) at the Birmingham Main and Toll office and Subscriber's location at ____34th St. South Birmingham, Alabama _____205-m89-5118_____ Important tariff provisions relating to ML are set forth herein:

- 1. The Company will furnish, install, maintain and provide maintenance of channel services for ML in accordance with the Company's lawfully filed tariffs. The tariffs provide the basis for this Agreement with the Subscriber. The Agreement period shall begin the day ML is installed.
- 2. The Subscriber agrees to pay the Company for the provision of ML ("Service"). The Service shall be offered for variable rate periods with rates based on lengths of 36 months (payment periods may be selected from 24 months to 48 months at 36 month rates), 60 months (payment periods may be selected from 49 months to 72 months at 60 months rates), or 84 months (payment periods may be selected from 73 months to 96 months at the 94 month rates). This monthly race will continue for the elected service period and will not be subject to Company initiated change during such period

The monthly rates for facility mileage, basic system capacity and feature activation in effect at the time the Service is installed and/or as of the order application date will be in effect util the expiration of the chosen by the Subscriber. Other rates applicable to other the Company, including bur not Limited to, individual and private Line channel services, that are increased during this period.

service senice period services provided by exchange network access connected to ML, may be

- 3. Recognition of previous service will be given to the Subscriber who renews an existing contract arrangement, for the same or larger system(s) and all associated rate elements at the same location(s), provided that the length of the new contract arrangement is a minimum 24 month service period or equals/exceeds the remaining service period of the original contract arrangement, whichever is greater.
- 4. Recognition of previous service will be given to the month-to-month Subscriber with a service date of January 1, 1994 or later who converts to a contract arrangement, provided the minimum service period has been met For the Subscriber whose service date is January 1, 1994 or earlier, recognition

will be given for the previous service back to January I, 1994. For the Subscriber whose service date is later than January I, 1994, recognition for the previous service will be given back to the actual service date.

5. The service period for this Agreement shall be ______60 ____ months. The recurring and nonrecurring charges for items under this Agreement are:

i	Qty.	Non-recurring	ecurri	usoc
Local Channel	I	1	9137.00	ILDTV
S i termination	1		912.00	SHH A
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- 6. In the event that any item of the Service is terminated prior to the expiration of the service period, the Subscriber shall pay a termination liability charge as specified in the tariff. In Florida, Georgia, and South Carolina, moves of service that meet all criteria as stated in B2.4 of the Private Line Services Tariffhall not be subject to Termination Liability.
- 7. At the expiration of the service period, the Subscriber may continue the Service according to renewal options provided under the tariff. If the Subscriber not elect an additional service period, or does not request

does not elect a discontinuance of monthly rate currently periods may also be renewed prior regulations and rates then in effect

service, then the above Service will be continued at the in effect for month-to-month rates. Service to expiration in accordance with

- 8. Suspension of service **is not** permitted for ML Service.
- 9. The Subscriber agrees to pay any added costs incurred by the Company due to a Subscriber initiated change in the location of the ML prior to the time it is placed in service.
- 10. In the event the Service requested by the Subscriber is canceled **prior to** the

establishment of Service, but after the date of ordering reflected herein, the Subscriber is required to reimburse the Company for all expenses incurred in handling the request before the notice of cancellation is received Such charge however, is not to exceed the sum of all charges which would apply if the work involved in complying with the request had been completed.

11. Equipment may be transferred to another Subscriber at the same location upon written concurrence of the Company. The new Subscriber to whom the Service is transferred will be subject to all tariff provisions and equipment configurations currently in effect for the present Subscriber.

This Agreement is effective when executed by the subscriber and accepted by the company, and is subject to and controlled by the provisions of the Company's lawfully filed tariffs, including any changes therein as may be made from time to time.

Customer Name	Alabama institute for L	Deal and Dilliu	
Signature	olden	Date June 5. 2000	
hinted Name Ke	oneth W. Thompson	Title Executive Vice President	
() 	<u> </u>		
	BELLSOUTH TE	ELECOMMUNICATIONS, INC	
Signature		Date	
Drinted Nome	Inmia II Hodges	Title Regional Account Executive	

ALABAMA INSTITUTE FOR DEAF AND BLIND



Attachment D August 9,2002

Jessica L. Edmiston
P.O. **Box** 698
205 *East* South Street
Talladega, AL 35160
Phone 256-761-3470
Facsimile 256-761-3352
jedmi@aidb.state.al.us

Letter of Appeals Schools and Libraries Corporation Box 125-CorrespondenceUnit 80 South Jefferson Road Whippany, NJ 07981

Dear Sir or **Madam:**

The Alabama Institute for Deaf and Blind (AIDB) respectfully requests the Schools and Libraries Corporation to review this letter of appeals for Funding Year 2001-02, regarding a Commitment Adjustment to Form 471 Application Number 222433, Funding Request Number 555689 (Attachment **A**, **4** pages. Will be sent through the United States Postal Service.).

The Commitment Adjustment Letter, dated June 4, states, "On the original application the applicant asked for \$12,916.66 per month for only 9 months of the funding year. During the review, the contract was changed to Tariff service. This resulted in the applicant receiving a commitment for 12 months as opposed to the original request. This error resulted in the applicant receiving an over commitment of \$34,874.98 which must be removed from the funding request."

On the 471 Application, 222433, AIDB sited the service start date as 07/01/2001, according to this particular funding period. AIDB has had a contract with the said FRN for 10 years (See Attachment B. Will be sent via the U.S. Postal Service.). During this particular funding period, the contract would expire on 3/29/02 as stated on the 471 Application. However, AIDB would immediately renew the contract with BellSouth and service would continue for the entire 12-month period as indicated on the renewed contract, (Attachment C. Will be sent via the U.S. Postal Service.). AIDB is also required to have its telecommunications service with BellSouth since it is the State of Alabama contract.

The SLD Commitment Adjustment Letter states, "On the original application the applicant asked for \$12,916.66 per month for only 9 months of the funding year." Although correct, AIDB did not intend for the service to end at nine months, but to

continue for the full 12 months and then for another five years (Again, reference Attachment C). The contract with BellSouth Telecommunications, FRN 555689, has always been an on-going service and has always been for 12 months of service.

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After receiving this correspondence, AIDB called the SLD Help Line on June 13,2002, and spoke with a Ms. Cathy Carly. Ms. Carly stated that the information in her system indicated that there was not a problem that the discrepancy between the 9-month and 12 month issue relating to this particular FRN had been remedied. I asked Ms. Carly if there was something else I needed to do, such as **an** Appeals or any anothertype of paperwork. She indicated that I did not have to write an Appeal, file a Form 500 or fill out any type of paperwork.

I then called BellSouth Telecommunications to tell them that the **issue** regarding being funded for only 9 months instead of 12 months was resolved As of June 13, BellSouth had not yet received any correspondence from the SLD. BellSouth further indicated that their office would need some type of documentation from the SLD stating that the issue bad been resolved.

I again called Ms. Carly on June 14, indicating that BellSouth needed documentation in order to continue to credit our bills. Ms. Carly stated that BellSouth could call the SLD Accounting office to discuss. BellSouth called me August 1 to discuss the issue, however I was out of the office until August 5. We spoke again August 9, with BellSouth relaying to me that AIDB was going to have to reimburse the company for over credits, totaling \$26,039,14, since the issue had not been resolved by the SLD.

On June 11 when receiving the Adjustment letter from the SLD, I had already begun to draft an Appeals to the SLD before speaking to SLD representative, Ms. Cathy Carly on June 13. She advised me that the issue had been resolved and that an Appeal was unnecessary. In fact, she advised that DO additional paperwork was necessary. **This** turns out not to be true and now, this Appeal is being filed after the 60-day period allowed by the SLD. And, now, after facing mandated cuts by the Alabama State Legislature and a reduced State appropriation, AIDB is being asked to reimburse more than \$26,000 to a company it has had an established contract with since 1992.

Please consider this document and its enclosures to be a formal request for an appeal of the Commitment Adjustment Letter, dated June 4,2002, received June 11, regarding Funding Year 2001-2002 and Form 471 Application Number 222433, FRN 555689. AIDB requests that the SLD grant a decision that AIDB can receive reimbursements for the full 12-month period instead of only nine months. Thank you for your consideration. I look forward to hearing from you.

Sincerely,

Justica J. Edmichon

Jessica L. Edmiston

Assistant *Director*,

Grants and Communications

Attachment E.



Universal Service Administrative Company

Schools & Libraries Division

Administrator's Derision on Appeal

December 10.2002

Jossica L. Edmiston Alabama Institute for the Deaf and Blind PO Box 698,205 East South Street Talladega, AL 35160

Re: Application Number: 222433

Funding Request Number: 555689
Funding Year: 2001-2002
Commitment Adjustment Letter Date: June 4,2002
Date Appeal Received: August 12,2002

Our records show that your appeal was received more than 60 days after the date your Commitment Adjustment Letter was issued (see dates above). The Federal Communications Commission (FCC) rules require applicants to submit appeals so USAC/SLD receives them within 60 days of the date that the relevant Commitment Adjustment Letter was issued. (See "Appeals Procedure" at http://www.sl.universalservice.org/reference/AppealsProcedureYR4.asp) The FCC rules do not permit the SLD to consider your appeal. If you wish to continue this process, you may submit a new appeal via the United States Postal Service, stating the impediment to your tiling your appeal within the original time, to the FCC at the following address:

Federal Communications Commission Office of the Secretary 445 12th Street, S.W. Washington, DC 20554

If you are submitting your appeal to **the** FCC by means other **than** the United States Postal Service, check the SLD web site for more information. Please reference CC Docket Nos. 96-45 and 97-21 on the first page of your appeal. **The FCC must RECEIVE your appeal WITHIN** 60 DAYS OF THE ABOVE DATE ON THIS **LETTER for your appeal** to **be considered filed in a timely fashion.** Further information and new options for filing an appeal directly with the FCC can be found in the "Appeals Procedure" posted in the Reference Area of the SLD **web** site, www.sl.universalservice.org,or by contacting the Client Service **Bureau** at 1-(888)-203-8100.

Schools and Libraries Division
Universal Services Administrative Company